

MEMORANDUM OF UNDERSTANDING

July 1, 2003 – June 30, 2007

COUNTY OF KERN

&

**CENTRAL CALIFORNIA ASSOCIATION OF
PUBLIC EMPLOYEES**

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PREAMBLE

This Memorandum of Understanding, hereinafter referred to as MOU, entered into by the County of Kern, hereinafter referred to as the "COUNTY", and the Central California Association of Public Employees, SEIU #700, hereinafter referred to as CCAPE or "UNION," has as its purpose the setting forth of the full and entire understanding of the parties regarding the matters set forth herein, reached as the result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted and recommended for approval, and implementation in accordance with its terms, to County's Board of Supervisors.

ARTICLE I - RECOGNITION

Section 1. Full Understanding, Modifications, Waiver

- A. This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein and any other prior or existing oral or written understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and if requested, approved by the County's Board of Supervisors.
- D. Waiver of any violation of this MOU, or failure to enforce any of its terms shall not constitute a waiver of the right to future enforcement of any of its terms.

Section 2. Union Recognition

The County recognizes CCAPE as the employee organization certified by the Board of Supervisors pursuant to the Employer-Employee Relations Resolution (EERR) and the Meyers-Miliias-Brown Act, and any amendments thereto. The terms and conditions of this MOU apply to the classifications within the bargaining units as specified by unit number in the County Salary Ordinance. The bargaining units are:

- 1. Supervisory
- 2. Professional
- 3. Technical Services
- 4. Clerical
- 5. Administration
- 6. Trades/Crafts/Labor

It is further understood that all employees may, to the extent permitted by law, represent themselves individually in their employment relations with the County.

Effective with the expiration of the Memorandum of Understanding with CCAPE – Criminal Justice Unit (July 1, 2005), the bargaining unit will be restructured to remove classifications with general retirement. Those classification listed below will be placed in the appropriate unit of CCAPE bargaining units 1 through 6:

- | | | |
|---------------------------|-----------------------------------|-------------------------------------|
| Park Ranger series | Evidence Technician series | Identification Technician series |
| Investigative Aide series | Sheriff Dispatcher series | 911 Coordinator |
| Fire Dispatcher series | Tax Collector Investigator series | Public Defender Investigator series |

Section 3. Authorized Agents

For purposes of administering the terms and provisions of this MOU:

- A. County’s principal authorized agent shall be the County Administrative Officer, or his duly authorized representative (Address: 1115 Truxtun Avenue, Bakersfield, California 93301; Telephone 868-3198), except where a particular

County representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. The Union's principal authorized agent shall be the Executive Director of CCAPE or his duly authorized representative (Address: 1001 17th Street, Suite A, Bakersfield, California 93301; Telephone: 325-7487).

ARTICLE II - GENERAL PROVISIONS

Section 1. Health/Safety

- A. The County will provide safe and sanitary working conditions and equipment in compliance with and to the extent required by applicable federal, state and local statutes, regulations and ordinances. The County will maintain a Safety Committee, which will include a representative from the Union.
- B. County shall endeavor to provide reasonable security for employees entering and exiting the Human Services Department Building aka the *O.C. Sills' Building* and Kern Medical Center.

Section 2. Employee Suggestion Program

The Employee Suggestion Program for County employees shall remain in effect during the term of this MOU.

Section 3. Service Awards

- A. The County agrees to continue the Service Award Program. The program will provide awards for current employees who achieve 10 years, 20 years, 25 years, 30 years, and 35 years of service. The program will allow employees an opportunity to choose from a variety of awards selected from a list provided by the County. The average cost of the levels of awards will be no more than listed, below. Those average costs are: 10 years - \$36.59; 20 years - \$45.30; 25 years - \$100.95; 30 years - \$140.66; 35 years - \$187.58.
- B. Further, the parties have agreed to continue negotiations for a replacement program that will reward performance rather than longevity.

Section 4. Payroll Deduction

- A. Deductions - The County agrees to continue the present union dues check off system whereby dues, as certified by the Union to be current, will be deducted and paid to the Union, subject to the provisions of the EERR.
- B. The Union agrees to pay a service fee to the County for payroll deduction for union dues, insurance, or other assessments. The payroll deduction service fee shall be two cents per deduction per biweekly pay period.

Section 5. Representational Fee

- A. Scope - Each Employee hired into Bargaining Units 2-6 shall, either (1) become a member of the Union to the extent of rendering periodic dues uniformly required for membership, or (2) pay to the Union a biweekly representational fee. Such representational fee shall be an amount uniformly established by the Union's Board of Directors, but in no event shall such representational fee exceed 80% of the amount that a Union member of the same salary level would pay in dues.
- B. Indemnification - The Union shall indemnify the County and hold it harmless against any and all suits, claims, demands or other liabilities, including the County's reasonable attorney fees, that may arise out of or by reason of any action taken by the County for purposes of complying with this Section.
- C. Authority - This Section was implemented in accordance with Government Code Section 3502.5 and the Union agrees to adhere to all statutory and judicial requirements relating to Representational Fee Agreements. Specifically:
 - 1. The Union agrees to keep an adequate itemized record of its financial transactions and shall make a financial statement, in the form of a balance sheet and an operating statement certified as to accuracy by the Union's Board of Directors and a Certified Public Accountant licensed in the State of California, available annually (within sixty (60) days after the end of its Fiscal Year) to the County.

2. The Union further agrees to hold any disputed fees in their entirety in an escrow account to be maintained at the Kern Federal Credit Union, 1717 Truxtun Avenue, Bakersfield, California, pending resolution of the dispute pursuant to the Complaint Procedure outlined below.

D. Complaint Procedure

1. This complaint procedure shall be utilized solely to resolve disputes arising out of the deduction of a representational fee by the County, pursuant to this negotiated MOU:
 - a. Issues subject to this complaint procedure shall be limited to the following:
 - i. That a portion of the representational fee deduction is being utilized for non-representational activities.
 - ii. That the non-member is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee unions.
 1. In the event that it is determined, pursuant to this procedure, that such non-member is a member of such religion, body or sect, they may, in the alternative, designate a charitable fund from the list of United Way charities.
 2. The County agrees to deduct and to remit fees so designated to the United Way.
2. Any non-member who objects to the deduction of the Representational Fee by the Union shall file a written complaint with the Union. The complaint shall specify the reason(s) for the objection to the deduction. The complaint must clearly state the basis for the objection.
 - a. Any employee who objects to the deduction of the Representational Fee shall forward their written complaint to the Union within thirty (30) calendar days after the fee is initially deducted.
 - b. Upon receipt of the written complaint, the Union shall place the entire amount of the disputed deduction into an escrow account pending resolution of the dispute and shall request a list of five (5) Arbitrators from the State Mediation and Conciliation Service (SMCS).
3. Selection of the Arbitrator - The Arbitrator shall be selected by the alternate striking of the names provided by SMCS.
4. Date for Hearing - The Union shall notify SMCS of the selected Arbitrator within five (5) calendar days of the selection. Upon confirmation by the Arbitrator, the Union will, forthwith, notify the complainant of the date, time and location of the complaint hearing.
5. Payment of Costs - The Arbitrator will be directed to specifically determine which party has prevailed. In the event the Union prevails in said arbitration, the cost of the arbitration shall be shared equally between the Union and the complainant. Should the complainant prevail, the Union shall pay the entire cost of the arbitration.
6. Effect of the Arbitrator's Decision - The decisions of the Arbitrator shall be final and binding. Upon receipt of the Arbitrator's decision, fees being held in escrow shall be disbursed by the Union in accordance with said decision. In the event that the Union Prevails, the County shall continue to deduct the representational Fees and remit same to the Union as determined by the Arbitrator.

Section 6. Disciplinary Appeals

- A. The County agrees, during the term of this MOU, to work with the Union to explore modifications in Civil Service rules and procedures that would allow for the use of a hearing officer in disciplinary appeals.

ARTICLE III - RIGHTS OF PARTIES

Section 1. Strikes and Lockouts:

- A. During the term of this MOU, County agrees that it will not lock out employees, and the Union agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of the MOU. The Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, Union and County recognize that the grievance and arbitration

procedures contained in Article VIII shall be used to resolve any and all controversies in any way arising out of, or concerning, any language in the MOU.

Section 2. Bulletin Boards and County Mail System

- A. The County agrees that the Union may provide a standard bulletin board (not to exceed 24" x 36") for placement adjacent to existing County bulletin boards. Posting of notices is governed by the Employer-Employee Relations Resolution provisions. Shop stewards may post Union communications dealing with official Union business on County approved bulletin boards. A copy of each communication shall be filed with the County Administrative Office and the affected department heads(s). The Union agrees not to post any notices that concern job actions or the political activities of the Union.
- B. The County reserves the right to remove any bulletin board notice that does not conform to the above standards. The Union will be given immediate notice of any material that is removed, and the County agrees, if requested by the Union, to meet and discuss this removal as soon as it is mutually convenient.
- C. The County and Union further agree that the Union may continue to use the County mail system for official union business. The mail system will not be used for any communications dealing with job actions or political activities of the Union.
- D. Failure to adhere to the use of the County's mail system in the above manner will result in its revocation as a privilege extended to the Union by the County.

Section 3. Claims Review

Employees who lose or damage their personal property in the course of their County employment may process a claim for reimbursement in accordance with the County claim review process as provided in Section 318 of the Kern County Administrative Procedures Manual.

Section 4. Discrimination

The County agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union, as stated in the Employer-Employee Relations Resolution. Both parties shall comply with all applicable federal and state laws prohibiting discrimination against any employee on the basis of race, color, creed, religion, age, sex, marital status, physical disability or the employee's inclusion in a legally protected class.

Section 5. Personnel Files

- A. An employee may review or authorize his/her designated representative to review their personnel file at the Personnel Department upon signed written request.
- B. The County reserves the right to charge an appropriate fee for duplication of records in the employee's personnel file.

Section 6. Shop Stewards

- A. The County agrees to allow authorized shop stewards to assist and represent employees in the grievance process. The County further agrees to recognize and deal with authorized union representatives in all matters related to this MOU.
- B. The number of shop stewards shall be determined as a function of a ratio of one shop steward for every 100 employees within the units covered. Exceptions (additions) to this ratio shall be made, upon mutual agreement, to adjust for geographical location, unit, or shift coverage.
- C. The Union shall provide County department heads with a list of the shop stewards on an annual basis. The Union shall keep the shop steward list current by notifying the affected department head, in writing, of any additions or deletions to this list, together with a copy of such changes forwarded to the County Administrative Officer.
- D. The Union agrees that whenever investigation or processing of a formal grievance is transacted during working hours, the amount of time will be limited to only that which is necessary to bring about prompt disposition of the issue. Shop stewards desiring to leave their work locations to conduct Union business shall first obtain permission from their supervisor and inform them of the purpose for leaving work and expected return time. Permission to leave will

be granted unless the absence would cause an undue interruption of work. In this event, release from work shall be made as soon as practicable.

- E. Prior to entering a work location, to conduct a grievance investigation or to process a grievance, the shop steward shall inform the supervisor of his/her presence. The affected employee will be released to meet with the shop steward unless leaving the job would cause an undue work interruption, in which case the employee will be released as soon as practicable thereafter.
- F. The shop steward shall perform aforementioned duties without loss of pay or other benefits.
- G. The Union's representatives (staff personnel) may intercede and replace the shop steward in a grievance investigation and processing at any time by notice to the department head or his/her representative.

Section 7. Release Time

- A. Union officers will be granted a reasonable use of County time to perform their union duties.
- B. Union directors and shop stewards may be allowed reasonable use of County time to attend official CCAPE meetings and functions, if the meetings occur during their normal work hours. Time will be granted unless the operational needs of the department prevent the absence of the employee.
- C. Employees who serve as designated members of the Union's meet and confer team will be allowed reasonable use of County time, when meeting with the County on successor MOUs, for other meet and confer sessions, and for other formal meetings regarding matters within the scope of representation. Three months prior to the expiration of the current MOU, members of the meet and confer team may be allowed reasonable release time for preparation with appropriate notice to supervisors.

Section 8. Employee Addresses

It is recognized that the Union has a need to communicate with its dues paying members in a timely and efficient manner, in order to alert new County employees of their right to belong to a union. It is further recognized that such opportunity for communication may enhance employer-employee relations. Therefore, it is agreed:

- A. Monthly, if not prohibited by urgency of County business, the County will provide the Union with the change of addresses of its dues paying members and new employees of the County.
- B. The cost to the County of providing such addresses shall be borne by the Union through monthly billing.
- C. If the Union receives the addresses of a non-dues paying member (other than new employees), it agrees not to use it for any purpose, including union business.
- D. Should any disputes arise regarding the application of this Section, they shall be discussed and resolved between the Union and the County Administrative Office.

ARTICLE IV - PAID LEAVE

Section 1. Jury Duty\Witness Appearances

- A. Upon reasonable notice to their department head, all employees shall be entitled to time off without loss of pay to serve on a jury or when legally subpoenaed to appear as a witness in court, or before any tribunal, in connection with any matter regarding an event or transaction which he or she perceived in the course of his or her duties of County employment.
- B. Such paid time off shall include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the jury summons or subpoena and other paid time off relating to witness appearances which the County is required by law to pay.
- C. Unless otherwise specifically provided by minute order of the Board of Supervisors, all employees shall be responsible for demanding and collecting all fees and sums required by law to be paid in connection with such appearances and shall promptly pay over to the County all such amounts, together with any other sums, of whatever nature, received as a result of or in connection with such appearances; provided, however, that if the employee uses his/her own automobile he/she shall be entitled to retain any statutory mileage fees received in connection with such appearance.

- D. In the event an employee is legally subpoenaed to appear as a witness in a matter not related to his/her duties of County employment, the employee should be granted the use of leave time to comply with the directive of the subpoena.

Section 2. Sick Leave

- A. Each full time employee covered by this MOU shall accrue sick leave as follows:

<u>Years of Continuous Service</u>	<u>Biweekly Accrual</u>	<u>Days/Year</u>
0 through 5	2.46154 hrs.	8
6 or more	3.69231 hrs.	12

- B. Unused sick leave may be accumulated up to a maximum of 1152 hours.
- C. Sick Leave Payoff Schedule - Each employee covered by this MOU will be paid upon death or active retirement (deferred retirement excepted) for unused sick leave as follows:

<u>Years of Continuous County Service</u>	<u>Payoff Rate</u>
0 through 19	50%
20 through 24	75%
25 or more	100%

1. For the purposes of this subsection, Continuous County Service shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.
 2. The amount payable under this subsection shall be calculated based upon the employee's rate of compensation and years of continuous service at the time of retirement or death.
- D. Employees shall not be downgraded on their Employee Performance Reports for being absent pursuant to a leave governed by the provisions of County Ordinance Chapter 3.28, Sick Leave.
 - E. Employees shall be eligible to receive a cash bonus of 24 hours at their regular rate of pay, if on the pay day immediately preceding Christmas they have accrued the maximum amount of unused sick leave (1152 hours) and have used ten (10) hours, or less, of sick leave during the previous payroll periods during that calendar year.

Section 3. Pregnancy and Maternity Leaves

Pregnancy disability leave is governed by Government Code section 12945, the Family and Medical Leave Act (FMLA), and the Kern County Civil Service Rules. Maternity Leave (i.e., leave following the birth of a child or following the placement of a child as a result of an adoption or foster care) is governed by FMLA, the California Family Rights Act (CFRA) and the Kern County Civil Service Rules.

Section 4. Vacation

- A. The vacation entitlement for regular full-time employees covered by this MOU is:
 1. Twelve days (96 hours) vacation after one (1) year of continuous service. Maximum vacation accrual will be 312 hours.
 2. Seventeen days (136 hours) vacation after five (5) years of continuous service. (New accrual rate begins at start of 5th year of service). Maximum vacation accrual will be 432 hours.
 3. Twenty-two days (176 hours) vacation after ten (10) years of continuous service. (New accrual rate begins at start of tenth year of service). Maximum vacation accrual will be 552 hours.
 4. Twenty-seven days (216 hours) vacation after fifteen (15) years of continuous service. (New accrual rate begins at start of fifteenth year service). Maximum vacation accrual will be 672 hours.
 5. For the purposes of this subsection, "continuous service" shall mean uninterrupted employment with the County of Kern. Authorized leaves of absence shall not be considered as a break in service.
- B. Regular permanent part-time employees' vacation entitlement is prorated on the same yearly basis.

- C. The annual vacation scheduling policies of County departments shall remain in effect during the term of this MOU. However, where needed, each department's scheduling policy shall be amended to allow an employee to submit a vacation request with as little as two weeks notice. Further, each department shall allow an employee to request a vacation day (maximum three (3) times per calendar year) with as little as 24 hours notice.
- D. The granting of any vacation request, by a department head or designated supervisor, shall be subject to the workload and staffing requirements of the department. Denials because of staffing and workload requirements shall not be grievable under the terms of the MOU. With respect to employees with maximum vacation accruals, if the employee has been denied a proper written request for a vacation and subsequently submits a second proper written request for a vacation for a different period of time, and that second request is denied, the employee shall upon written request, be entitled to receive cash in an amount equal to the amount of vacation time the employee would have accrued while utilizing the vacation time if the second vacation request had been approved. The requests must conform to the scheduling policy of the department.
- E. Employees shall not be down graded on the Employee Performance Report for the use of authorized vacation.
- F. Financial Hardship- In the event an employee incurs a serious financial hardship as the result of family illness or death, the employee may make written request to their department head to cash-out all or a portion of the employee's accrued vacation. Upon investigation, the department head may direct the claim to the Auditor-Controller for payment. Any disputes arising from a denial of any claim for payment will be resolved by application of the Grievance and Arbitration Procedure.

Section 5. Holidays

- A. During the term of this MOU, the following holiday schedule shall apply to County employees and as otherwise provided below:

New Year's Day
 Martin Luther King's Birthday (third Monday in January)
 Memorial Day (last Monday in May)
 Washington's Birthday (3rd Monday in February)
 4th of July
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve
 Christmas Day
 New Year's Eve

- 1. Regular part-time employees shall have their holidays governed by Section 3.20.070 of the Kern County Ordinance Code.
- 2. Holidays, which fall on Saturday, shall be observed on the previous Friday. Holidays which fall on Sunday shall be observed on the following Monday.
- 3. In a year in which Christmas and New Year's Day fall on a Saturday and are observed on Friday, Christmas Eve and New Year's Eve day holidays shall be observed on the preceding Thursday.
- 4. In a year in which Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays shall be observed on the preceding Friday.
- 5. The actual holiday shall be defined as the day of the week on which the holiday falls.
- 6. A designated holiday shall be the day observed in lieu of the actual holiday.
- 7. Employees regularly scheduled to work on an actual or designated holiday shall receive their regular pay. In addition, such employees shall be entitled to holiday compensation if they actually work on the actual or designated holiday.
- 8. In no event shall an employee receive holiday compensation for both the actual and designated holiday.
- 9. If the policy of the employee's department is to pay cash for overtime, the employee's holiday compensation shall be in the form of cash. If the policy of the employee's department is to compensate the employee with compensatory time off (CTO) for overtime, the employee's holiday compensation shall be in the form of

CTO. Holiday compensation paid in the form of cash shall be paid at the rate of one and one-half times the employee's regular rate of pay for each hour worked including, but not limited to, hours worked in excess of eight hours. Holiday compensation paid in the form of CTO shall equal one and one-half hours credit for each hour worked including, but not limited to, hours worked in excess of eight hours. Holiday pay and overtime pay shall not be paid for the same hours worked.

10. Employees who are not regularly scheduled to work on either the actual or designated holiday shall receive eight hours straight time CTO credit. In addition, if such an employee is called to work, such employee shall be compensated in accordance with Chapter 3.24 of the Kern County Ordinance Code.

Section 6. Vacation Donation Plan for Catastrophic Conditions

- A. Catastrophic leave benefits have been established for county employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off (CTO). The purpose of those benefits is to provide a portion or all of an employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the Kern County Civil Service Rules. Catastrophic leave benefits are contingent on the receipt of donated vacation time in the manner described below.
- B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the Kern County Civil Service Rules except that, during that portion of the leave of absence, which is also a catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the Kern County Civil Service Rules and they shall not accrue any leave rights while on catastrophic leave.
- C. In no event may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.
- D. An employee is eligible for catastrophic leave when the employee faces financial hardship due to injury or prolonged illness of the employee or employee's spouse, parent or child (based on medical evidence) and the employee is absent from work caring for himself or herself or family members.
- E. Employees governed by this MOU may donate vacation time to another employee who meets the conditions described above. Employees may not, however, donate sick leave or CTO.
- F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the Personnel Department. The request must provide sufficient information to enable the Director of Personnel to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. If the request is for a family member, it should also specify that the employee's attendance of the ill or injured family member is required. Leave requests must include the estimated date of return to work.
- G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits, however; donations are voluntary; coercion of fellow employees is strictly prohibited. Donations must be made on the County approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- H. Donations must be a minimum of eight (8) hours. The County will convert the donor's vacation time hours to a dollar equivalent amount. Ninety percent (90%) of that dollar amount will then be converted to hours, using the recipient's hourly wage, resulting in hours applied to recipient's catastrophic pay.
- I. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
- J. Catastrophic leave shall be terminated when one or more of the following occurs:

1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.
 2. The employee has exhausted all of his or her rights under the Civil Service Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.
 3. Donated leave credits have been exhausted.
 4. Death of the ill or injured employee or subject family member.
 5. The employee returns to full-time, active County employment.
- K. The Vacation Donation Program for Catastrophic Conditions shall be administered by the County in a manner consistent with the foregoing terms and conditions and consistent with law and Civil Service rules.

ARTICLE V - COMPENSATION

Section 1. Longevity Pay

- A. Permanent full-time and permanent part-time employees who have completed 10 years of continuous County service shall receive an additional 2% longevity pay on base wages.
- B. Permanent full-time and permanent part-time employees who have completed 15 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 4%).
- C. Permanent full-time and permanent part-time employees who have completed 20 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 6%).
- D. Permanent full-time and permanent part-time employees who have completed 25 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 8%).
- E. Permanent full-time and permanent part-time employees who have completed 30 years of continuous County service shall receive an additional 2% longevity pay on base wages (total 10%).
- F. For subsections A, B, C, and D, continuous County service shall have the same meaning as presently used in applying vacation seniority date.
- G. For subsection E above, the term "years of service" shall mean years of service for the County of Kern as calculated by the Kern County Employees' Retirement Board in determining eligibility for retirement.
- H. An employee, who during the term of this MOU reaches an anniversary date for longevity pay, shall receive such pay beginning with the first payroll period following their anniversary date.

Section 2. Shift Differential

- A. Shift differential pay shall be:
 - A.M. Shift - 7.5% of the employee's base rate of pay
 - P.M. Shift - 5.0% of the employee's base rate of pay
- B. For Registered Nurses, LVNs, and Mental Health Technicians at Kern Medical Center the shift differential pay shall be:
 - A.M. Shift - 10% of the employee's base rate of pay.
 - P.M. Shift - 7.5% of the employee's base rate of pay.
- C. A "shift" for the purpose of shift differential pay is defined as follows:
 1. P.M. Shift - Any work period encompassing at least five (5) hours of work between the hours of 3:00 p.m. and 12:00 midnight.
 2. A.M. Shift - A.M. Shift shall be defined as any work period encompassing at least five (5) hours of work between the hours of 12:00 midnight and 9:00 a.m.

- D. In counting the five hours worked provisions, the following are excluded:
1. Any time off with or without pay, i.e., mealtime, vacation, sick leave, compensatory time off, etc. (rest periods excepted).
 2. Time for which compensatory time off or overtime is earned.

Notwithstanding the foregoing, the time worked on a holiday or designated holiday pursuant to Article IV, Section 5 of this MOU shall count when determining the five hours worked threshold for shift differential pay.

- E. A regular employee shall be entitled to shift differential pay for the entire shift (not just the five (5) hours necessary qualifying time).

Section 3. Overtime Compensation

- A. All attorneys employed in any of the deputy public defender classifications shall be ineligible for any type of overtime compensation (e.g., compensatory time off or cash). In exchange, those employees receive a three percent (3%) increase in base salary.
- B. During the term of this MOU, the County ordinances, policies and procedures regarding overtime, as they apply to employees governed by this MOU, shall be observed and employees shall continue to be eligible to receive compensatory time off in lieu of cash.

Section 4. Standby and Availability Pay

A. Standby

1. Definition of Standby - An employee who is required during off-duty hours to remain on call on the County's premises or elsewhere or under conditions so circumscribed that he cannot use the time effectively for his own purposes is working while "on-call." Employees who are working while "on-call" are on "standby." An employee who is not required to remain on the County's premises or elsewhere and is merely required to leave word at his home or with County officials where he may be reached, or is merely required to be available via a beeper, pager, or other communications device, is not working while "on-call" and is not on "standby." This definition of "standby" is intended to be the same definition as "working while on-call" which is contained in 29 CFR '785.17 and to duplicate the definition of compensable standby (i.e., working while "on-call") found in the Fair Labor Standards Act as it is presently interpreted.

2. Compensation for Standby - An employee required by the department head to be on stand-by duty shall receive one-quarter of his/her hourly pay, or the federal minimum wage, whichever is higher for the hours required to be on stand-by. Employees on stand-by duty, which are called back to work, shall not receive stand-by pay while in a called-back status.

B. Availability Pay

1. Sheriff's Department

It is agreed by the parties that the Sheriff's Department's Systems Coordinators and Telecommunications Technicians are frequently required to respond to urgent situations during off duty hours. Such employees shall be required to wear a pager, beeper, or other communications device to ensure their availability. The Sheriff's Department shall not impose conditions which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby by the department head. As compensation for being available to respond to such situations, those employees shall receive a biweekly allowance equal to five percent (5%) of their biweekly base salary.

It is agreed by the parties that the Sheriff's Civil Litigation Coordinator classification is frequently required to respond to urgent situations during off duty hours. Such employees shall be required to wear a pager, beeper, or other communications device to ensure availability. The Sheriff's Department shall not impose conditions which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on

standby by the department head. As compensation for being available to respond to such situations, those employees shall receive a bi-weekly allowance equal to five percent (5%) of their bi-weekly base salary.

2. County Administrative Office - Information Technology Services (ITS) and Communications Division of General Services

It is agreed by the parties that the Critical Systems Response Teams of Information Technology Services and the Communications Division of General Services are frequently required to respond to urgent systems problems during off duty hours. Such employees shall be required to wear a pager, beeper, or other communications device to ensure their availability. The County Administrative Office shall not impose conditions which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby by the department head. As compensation for being available to respond to such situations, those employees shall receive a biweekly allowance equal to five percent (5%) of their biweekly base salary.

3. Kern Medical Center

It is agreed by the parties that because of the emergency and other urgent situations, which occur at Kern Medical Center (KMC), employees in the classifications listed below must frequently be available to report to work in the manner required by KMC. Such employees shall be required to wear a pager, beeper or have access to other communications devices to ensure their availability in a manner approved by KMC. KMC shall not impose conditions which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby by KMC's CEO.

The classifications eligible for availability pay shall be designated by the KMC CEO and will include, but not necessarily be limited to, the classifications as follows:

Respiratory Therapist
Pharmacists
Radiology Technicians
CT Technicians
Ultrasound Technicians
Home Health Nurses
Home Health Pharmacists
Ortho Technicians
Hospital Staff Nurses
Licensed Vocational Nurse
Nursing Attendants
Surgical Technicians.

Eligible employees shall only be compensated for such availability if there is a written directive from KMC's CEO or his or her designee requiring the employee to be available. As compensation for such availability, such employees shall be paid one-quarter of his/her hourly pay for the hours required to be available. Employees, who are called back to work, shall not receive availability pay while in a called-back status.

4. Resource Management Agency - Environmental Health Services (EHS)

It is agreed by the parties that because of urgent situations, which occur that, employees in the classifications listed below must frequently be available to report to work in the manner required by the Director of Environmental Health Services. Such employees shall be required to wear a pager, beeper or have access to other communications devices to ensure their availability in a manner approved by the Director. EHS shall not impose conditions, which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby by the Director.

Animal Control Officers
Fire Hazardous Material Specialists
Hazardous Material Specialists
Hazardous Material Inspectors

Eligible employees shall only be compensated for such availability if there is a written directive from the EHS Director or his or her designee requiring the employee to be available. As compensation for such availability, such employees shall be paid one-quarter of his/her hourly pay for the hours required to be available. Employees, who are called back to work, shall not receive availability pay while in a called-back status.

5. Emergency Medical Services (EMS)

It is agreed by the parties that because of urgent situations, which occur that, employees in the classifications listed below must frequently be available to report to work in the manner required by the Director of Emergency Medical Services. Such employees shall be required to wear a pager, beeper, or other communications device to ensure their availability. EMS shall not impose conditions, which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby. As compensation for being available to respond to such situations, those employees shall receive a bi-weekly allowance equal to five percent (5%) their base salary.

EMS Coordinator
Senior EMS Coordinator

6. Waste Management Department - Wastewater Treatment Plant

It is agreed by the parties that because of urgent situations, which occur that, employees in the classifications listed below must frequently be available to report to work in the manner required by the Director of the Waste Management Department (WMD). Such employees shall be required to wear a pager, beeper, or other communications device to ensure their availability. WMD shall not impose conditions, which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby. As compensation for being available to respond to such situations, those employees shall receive a bi-weekly allowance equal to five percent (5%) their base salary.

Wastewater Treatment Plant Operator Series
Wastewater Specialists Series

7. Aging and Adult Services - Adult Protective Services Division (APS)

It is agreed by the parties that because of urgent situations, which occur that, employees in the classifications listed below must frequently be available to report to work in the manner required by the Director of the Aging and Adult Services Department- Adult Protective Services Division (APS). Such employees shall be required to wear a pager, beeper or have access to other communications devices to ensure their availability in a manner approved by the Director. APS shall not impose conditions, which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby by the Director.

Deputy Conservator Series
Social Service Worker Series

Eligible employees shall only be compensated for such availability if there is a written directive from the APS Director or his or her designee requiring the employee to be available. As compensation for such availability, such employees shall be paid one-quarter of his/her hourly pay for the hours required to be available. Employees, who are called back to work, shall not receive availability pay while in a called-back status.

8. Waste Management Department – Solid Waste Division

It is agreed by the parties that because of urgent situations, which occur that, employees in the classifications listed below must frequently be available to report to work in the manner required by the Director of the Waste Management Department (WMD). Such employees shall be required to wear a pager, beeper, or other communications device to ensure their availability. WMD shall not impose conditions, which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby. As compensation for being available to respond to such situations, those employees shall receive a bi-weekly allowance equal to five percent (5%) their base salary.

The classifications eligible for availability pay shall be designated by the Director of the Waste Management Department and will include, but not necessarily be limited to, the classifications as follows:

Administrative Coordinator
Gate Attendant III

9. Resource Management Agency – Building Inspection Department

It is agreed by the parties that because of urgent situations which occur at the Building Inspection Department (BID) that employees in the classifications listed below must frequently be available to report to work in a manner required by BID. Such employees shall be required to wear a pager, beeper, or have access to other communications devices to ensure their availability in a manner approved by BID. BID shall not impose conditions which so restrict the employee that the employee is on standby as defined in Article V, Section 4 A, unless the employee is placed on standby by BID's Director.

The classifications eligible for availability pay shall be designated by the BID Director and will include, but are not limited to, the classifications as follows:

Supervising Building Inspector
Building Inspector I/II
Plumbing Mechanical Inspection Specialist
Electrical Inspection Specialist

Eligible employees shall only be compensated for such availability if there is a written directive from BID's Director or his or her designee requiring the employee to be available. As compensation for such availability, such employees shall be paid one-quarter of his/her hourly pay for the hours required to be available. Employees who are called back to work shall not receive availability pay which in a called-back status.

C. Availability Pay - Additional Work Units

In the event that CCAPE identifies additional work units in which employees are specifically required to be available for after hours emergency/urgent response for the protection of public safety or property and/or for the maintenance of systems that impact public safety or property, the parties agree to meet and confer regarding inclusion of the work unit in a category of availability pay.

Article V, Section 4 is intended to govern all of the standby and availability rights of the employees covered by this MOU. None of the Ordinance Code provisions relating to standby or availability pay shall apply to those employees.

Section 5. Charge Pay & Nurses Pay

- A. Employees of Kern Medical Center who are officially assigned the role of "Charge" by the hospital's CEO or his/her designee, on any given shift or any position shall receive a premium pay of \$.50 per hour for every hour worked.
- B. Registered Nurses employed by Kern Medical Center shall receive premium pay equal to 3% of their regular base salary for possessing and maintaining a nationally recognized certificate in the medical specialty in which they are working. Effective July 1, 2000, registered nurses employed in any department of the County shall be eligible to receive the premium pay described in the immediately preceding sentence.
- C. County shall not seek to recover alleged overpayments, under Article V, Section 5, to registered nurses who transferred from Kern Medical Center to the Mental Health Department.

Section 6. Bi-lingual Pay

In accordance with Section 422 of the Kern County Administrative Procedures Manual, the County agrees to pay \$25 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring bi-

lingual abilities. The County shall expand the Bilingual Pay Program to include the payment of \$50 per pay period for those positions, which require written bilingual skills to perform a critical part of the employee's job.

Section 7. Salary Adjustments

Effective with the first day of pay period, #2005-01, the base salary for all represented classes will increase by 2%.

Section 8. Hospital Staff Nurse Bonuses

- A. Registered nurses who accept a full-time or part-time flexible hospital staff nurse position at Kern Medical Center shall be paid a bonus in the following amount upon commencement of work:

New graduate	\$500
1-3 years of experience as an RN	\$666.66
3-5 years of experience as an RN	\$833.33
In excess of 5 years experience as an RN	\$1000

- B. Hospital staff nurses who have received the bonus listed in Section 9 (A) and who successfully complete probation as a hospital staff nurse at Kern Medical Center shall be paid an additional bonus in the same amount listed above.
- C. Hospital staff nurses who have received the bonuses listed in Sections 9(A) and (B) shall be paid an additional bonus in the amount listed in Section 9(A) upon completing one year of service at Kern Medical Center as a hospital staff nurse. The year of service shall be calculated in the same manner as service is calculated for the longevity pay provided under Article V, Section 1.

Section 9. Referral Bonuses

- A. A Kern Medical Center Hospital Staff Nurse who refers another registered nurse to Kern Medical Center shall be paid a bonus of \$500 when the referred nurse commences work as a full-time or part-time flexible hospital staff nurse at Kern Medical Center provided that the nurse who was referred identifies the nurse who referred him or her to Kern Medical Center in the application for employment or any accompanying document.
- B. A Kern Medical Center Hospital Staff Nurse who has received the bonus listed in Section 10(A) shall be paid an additional bonus of \$500 when the nurse who was referred successfully completes probation as a hospital staff nurse at Kern Medical Center.
- C. A Kern Medical Center Hospital Staff Nurse who has received the bonuses listed in Sections 10(A) and (B) shall be paid an additional bonus of \$500 when the nurse who was referred completes one year of service as a hospital staff nurse at Kern Medical Center. The year of service shall be calculated in the same manner as service is calculated for the longevity pay provided under Article V, Section 1.
- D. In the event more than one nurse is identified as the referring nurse in the manner described in Section 10(A), the referral bonuses described in Sections 10(A)(B) and (C) shall be divided equally among the identified nurses.
- E. Nurses who are no longer employed, as a Kern Medical Center Hospital Nurse when the bonus is due shall be ineligible to receive the bonus.

Section 10. Clinical Ladder Pay

The Chief Executive Officer of Kern Medical Center may authorize payments to hospital staff nurses at Kern Medical Center in accordance with the Clinical Ladder developed by the joint labor\management Nursing Transformation Committee provided that such payments shall not exceed ten (10%) of the nurse's base salary.

Section 11. Nurse Preceptor Pay

Hospital staff nurses who are selected for the Nurse Preceptor Program shall receive a premium pay of \$.50 per hour while being trained as a preceptor or serving in the capacity of a preceptor as directed by the Chief Executive Officer of Kern Medical Center or his designee.

Section 12. Full Time Flexible Nurses

Notwithstanding anything in the Kern County Ordinance Code to the contrary, all hospital staff nurses who are designated as full time flexible may have their hours reduced, in the sole discretion of the Chief Executive Officer of Kern Medical Center based on a drop in the patient census or due to fiscal constraints. Full time flexible hospital staff nurses shall not be paid for hours not worked as a result of their reduced hours. Seniority, vacation and sick leave will continue to accrue on a full time basis during the hours not worked as a result of their reduced hours. Health plan benefits eligibility shall continue on a full time basis during the hours not worked as a result of their reduced hours. Subject to the provisions of the County Employees' Retirement Act of 1937, credit for service for retirement purposes shall be provided on a full-time basis notwithstanding reduced hours worked pursuant to this section; provided that the full amount of the normal employee contribution which the employee is required to pay is paid by the employee.

ARTICLE VI - BENEFITS

Section 1. Medical/Dental/Vision/Prescription Drug

- A. For all eligible employees hired prior to April 15, 1997 who, at that time, were employed by the County in a permanent position in the classified service, the County shall pay 100% of the employee and dependent premiums for medical, dental and vision insurance.
- B. All eligible employees hired in a permanent position in the classified service, on or after April 15, 1997 (hereafter "new employees"), shall be required to pay, by payroll deduction, twenty percent (20%) of the insurance premium for the employee's medical, dental and vision insurance (hereafter collectively referred to as "health insurance") except for new employees who decline the County's health insurance coverage in accordance with the provision provided below. (All insurance premiums referenced in this subsection shall equal ninety-eight percent (98%) of the applicable COBRA premium.) New employees may decline coverage under the County's health insurance provided that the employee executes a declaration, in a form acceptable to the County, in which the employee: (i) declares that the employee has medical insurance coverage for the employee; and (ii) declines coverage under the County's health insurance program for the employee and the employee's dependents. New employees who decline coverage may not enroll in the County's health insurance program until the next open enrollment period. New employees who have not declined coverage shall have the option of obtaining County health insurance for the new employee's dependents. In the event that such employees opt to obtain health insurance for dependents, the employee shall be required to pay, by payroll deduction, twenty percent (20%) of the appropriate premium for dependents. The health insurance program offered to new employees and their dependents shall consist of three components: medical, dental and vision. That program must be accepted or declined in its entirety. It is not permissible to pick and choose among those components.
- C. The County will continue to provide an annual open enrollment for employees to change dental plans and/or enroll eligible dependents.
- D. The County and the Union will continue utilizing the Health Benefits Committee to study and identify ways in which to improve insurance plans and contain costs.
- E. The health plan will change, effective September 1, 2004, including the following changes:
 - Implement a Primary Care Physician (PCP) plan model.
 - Plan members would each select an in-network PCP who would act as the "gatekeeper" for all in-network

care.

- In-network Office visits would increase from \$10 to \$15 for PCP visits and from \$10 to \$25 for Specialist visits.
- Add \$100 outpatient surgery deductible.
- Increase ER co-payment from \$50 to \$75 (waived if admitted).
- Increase in-network inpatient hospital co-payment to \$150 per day, \$750 maximum.
- Inpatient treatment at Kern Medical Center to be provided w/no co-payment or other out of pocket costs for covered services.
- Out of network care will continue to be provided at 70% for usual customary charges, after annual deductible of \$200 individual, \$400 family and with an annual maximum out of pocket cost for usual customary services of \$2,000 per individual, \$4,000 per family.
- Implement prior authorization systems for specialist referrals and ancillary services, (e.g., outpatient treatment/tests, outpatient surgeries, MRIs, echocardiograms, and etc.).

F. Effective September 1, 2004, the prescription drug plan will change including the following changes:

1. CO-PAYMENTS: Structure of retail pharmacy co-payments to become:

- A. \$5 generic
- B. \$15 preferred brand where there is no generic equivalent
- C. \$30 non-preferred brand
- D. Remove provision for physician override of cop-pay structure

2. FORMULARY CHANGES

- A. Mandatory generic – In order to get brand name drugs when a generic equivalent is available, employee must pay the difference between what the plan would pay for the generic drug and the cost of the brand name drug.
- B. Modify the prescription formulary to:
 - i. Strictly limit retail prescriptions to 30-day supply.
 - ii. Reduce monthly limits on life-style drugs (e.g., Viagra) to FDA recommended levels.
 - iii. Implement dispensing edits per Rx Administrator's recommendations on such drug classes as migraine medications, pain management, anti-nausea, sleep aids, family planning, anti-fungals, etc.
 - iv. Implement Contingent Therapy. (Sometimes called Step Therapy.) This program requires that other drug therapies have already been tried unsuccessfully for certain medications such as (but not limited to) Singular and Oxycontin. (The system will automatically review previous claims history to make sure that the necessary criteria are met prior to adjudication.)
 - v. Eliminate some dispensing loopholes (e.g., Retin-A for adults for cosmetic reasons).
 - vi. Move all non-sedating antihistamines (e.g., Clarinex, Allegra) AND PPI's (e.g., Prilosec, Aciphex) to third tier. (Bestseller in both categories has gone over the counter [OTC]).

3. MAIL ORDER:

Mail Order co-payments to become two times retail pharmacy, i.e., \$10, \$30, \$60 for 90-day supply.

G. Retiree Health Premium Supplement Program

- 1. Effective August 7, 2004, the employee contribution rate for the Program will increase to .66% of base salary.
- 2. Commencing with the fiscal year beginning on July 1, 2005 and in each subsequent fiscal year, the contribution rates for both employees and the County will increase at a percentage equal to the annual increase in the composite rate for the County health plan (i.e., the per capita composite rate used for County

budget purposes). Except that contribution rates may not be lowered, until/unless an actuarial study determines the plan has achieved a funding basis in excess of 100%.

3. The parties agree to continue to exclude from the Premium Supplement Program those employees who, because of age at time of employment (45 years old and over), could never receive a benefit.
 4. The Premium Supplement Program shall include the following: (a) the minimum qualifying criteria will change to age 50, with 20 years of County service, as defined in the plan document, and the benefit shall increase by ten percent (10%) per year of service so that 25 years of service will qualify for 100% of the available benefit; and (b) any employee with five or more years of County service who retires, or retired, on or after January 1, 1997, due to a service-connected disability pursuant to the County Employees' Retirement Law of 1937, will become eligible for 100% of the available benefit regardless of age.
- H. The County will enhance the VSP benefit to not only cover lenses and frames every other year without restriction but also to cover lenses and frames annually if there is a significant change in the employee's prescription. Significant change is defined as:
- i. A prescription axis change of at least 20 degrees, or a sphere or cylinder change of at least .50 diopter; or,
 - ii. A visual acuity improvement, resulting from the new prescription, of at least one line of the standard eye chart.

Section 2. Retirement

- A. On December 7, 2004, the Board of Supervisors shall adopt a resolution making Government Code section 31676.17, commonly referred to as 3% @ 60, applicable in Kern County effective January 1, 2005. Pursuant to Government Code section 31678.2 and as agreed by and between the parties hereto, service credit earned or purchased during County employment prior to January 1, 2005 shall be subject to the 3% @ 60 benefit formula for general members of the Kern County Employees' Retirement Association who retire on or after January 1, 2005. A copy of the resolution which the Board of Supervisors shall adopt is attached hereto as Exhibit "A" and is approved by the parties to this MOU.
- B. All employees who were hired by the County prior to the first day of payroll period 04-16 (hereafter "current employees") with five or more years of service shall not be required to pay their normal contributions to retirement and the County shall pay one hundred percent (100%) of those employees' normal contributions. As used in this subsection and subsection (C) below, the term "years of service" shall mean years of service as calculated by the Kern County Employees' Retirement Association Board of Retirement in determining eligibility for retirement.
- C. Current employees with less than five years of service shall pay one hundred percent (100%) of the new employees' normal contribution to retirement, until they have attained five years of service at which point those employees shall no longer be required to make their normal contribution to retirement and the County shall pay one hundred percent (100%) of those employees' normal contributions. The County shall not modify this subsection or subsection (B) above unless such modification is agreed to in a subsequent MOU.
- D. All eligible employees hired or rehired on or after the first day of payroll period 04-16 (hereafter "new employees") shall pay one hundred percent (100%) of the new employees' normal contributions to retirement. Notwithstanding subsections (B) and (C), new employees who have accrued years of service prior to being hired or rehired on or after the first day of payroll period 04-16, shall pay one hundred percent (100%) of the new employees' normal contributions to retirement regardless of years of service.
- E. Effective on the first day of payroll period 05-01, employees' normal contributions to retirement shall include the increased amount attributable to the 3% @ 60 benefit enhancement as provided in Government Code section 31621.8.
- F. Notwithstanding subsections (A), (D), and (E), employees rehired after retirement shall continue to have their

retirement benefits computed pursuant to the provisions of Government Code section 31680.7, adopted by the Board of Supervisors on August 21, 2001. If such employees accrued five or more years of County service during their original period of employment, as defined in Government Code section 31680.7, no contributions shall be payable by such employees upon rehire.

- G. In accordance with Government Code Section 31641.95, on April 15, 1997, the County Board of Supervisors adopted a resolution permitting employees to purchase retirement credit for all legally eligible prior public service. All purchases of retirement credit shall be in accordance with the rules and regulations of the Kern County Retirement Association and the Government Code.
- H. This MOU does not create a vested right to continued County payments of employee contributions that is independent of this or successor MOUs. Except as provided in subsection (C) above, said terms and conditions will remain in full force and effect until final approval of a successor MOU or the parties reach impasse and exhaust all legally required impasse resolution procedures.
- I. Employees who, in good faith, have designated an effective date of retirement from County service may roll-over their accumulated vacation and sick leave balances to the Kern County Employees' Retirement Association no earlier than three (3) months prior to the designated date of retirement. This roll-over shall be for the sole express purpose of receiving credit in the KCERA retirement system for all legally eligible prior public service.
- J. In addition to the ability to roll-over accumulated vacation in the manner described in subsection "I" above, employees may also roll-over their accumulated vacation balance (only) for the sole express purpose of receiving credit in the KCERA retirement system for other qualified service one time during the employee's tenure as a County employee. The employee must submit a written request to his\her department head no later than April 1st prior to the fiscal year in which the employee intends to roll-over such amounts. The department head may, in his\her sole discretion, waive the April 1st filing deadline for any employee.

Section 3. Golden Handshake

A. Preamble

WHEREAS, the County of Kern recognizes a revenue shortfall could occur in some budget units during the term of this MOU, and said shortfall may only be met by a downsizing of operating departments which will require the deletion of filled positions causing the layoff of permanent County employees represented by CCAPE, the COUNTY and CCAPE have agreed to exercise the provisions of Government Code 31641.04 of the County Employees' Retirement Act of 1937 ('37 Act) (commonly called the Golden Handshake) adopted by Kern County Ordinance G 5621 on September 21, 1991, to mitigate, where possible, the numbers of employees that must be laid off pursuant to the provisions of Kern County Civil Service Rule 1300.

B. Adopted Provisions

The Kern County Board of Supervisors, will, by board resolution, grant two (2) years of additional service credit to specified eligible employees who retire during times to be specified by Board Resolution.

C. Criteria

The County and CCAPE further agree to the implementation of 31641.04, the Golden Handshake, subject to the following criteria:

1. The offering will be made only to eligible members holding positions within the departments specified by Board Resolution, and whose retirement would logically prevent the layoff of a less senior employee. In no instance will the County be required to make the offering, if the said offering would foreseeably result in an operational detriment.
2. The number of employees offered a Golden Handshake within a department and classification, or classification series or logical progression of classifications will be limited to the number of position deletions necessary to achieve the financial objectives of the specified departments. In no event will the resultant retirements exceed the number of positions deleted.

3. In the event the operation of criterion 2 above, results in an excess number of employees desiring to participate in the Golden Handshake program, the eligible employees will be offered the retirements in descending order of county seniority as seniority is defined in Civil Service Rule 1310.80.
4. The department head or appointing authority of a specified department will be allowed the discretion to determine the classifications and number of eligible employees (within the criteria stated above) to which this offering will be made. This discretion, however, must be applied reasonably within the stated goal, of, whenever possible, avoiding the layoff of a permanent employee.

D. Paid Leave Balances

The County and CCAPE further agree, notwithstanding the provisions of any other existing MOU, statute, rule or ordinance, to the following:

1. Earned sick leave payoffs, as provided in Article IV, Section 2 of this MOU will be deferred and paid as follows:
 - a. One half of the qualified payoff amount will become payable upon retirement; and
 - b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.
2. Earned vacation payoffs, as provided by law and ordinance, will be deferred and paid as follows:
 - a. One half of the qualified payoff amount will become payable upon retirement; and
 - b. One half of the qualified payoff amount will become payable twelve (12) months following retirement.
3. No interest shall be earned or paid on the deferred eligible payoff amounts.
4. Any retiring employee may elect to request a salary advance against his/her accumulated sick leave or vacation payoff balance for the purpose of buying back any eligible prior service time, as permitted by ordinance. An advance may be made up to the total amount needed, after the deduction of payroll taxes, as determined by KCERA, to buy back eligible service time in order to receive credit in the KCERA retirement system. Any remaining balance of accumulated sick leave or vacation credit will be paid in equal installments as provided above.

E. Disputes

Because of the time lines involved in this program, the parties agree to the following procedure for the resolution of any disputes that may arise from application of Article VI, Section 3 of this MOU.

1. A five (5) person panel comprised of the Assistant Administrative Officer, the Employee Relations Officer, the Director of Personnel (or, in his absence, the Assistant Director), the director of the specific department, and the Executive Director of the CCAPE, will be formed to adjudicate disputes.
2. An employee who believes himself/ herself aggrieved by operation of this Section of this MOU may submit his or her complaint in writing to the Assistant County Administrative Officer, who will call a meeting of the above-defined panel.
3. The complainant and his/ her representative may appear before the panel and present relevant evidence and/or argument to support his/her claim.
4. A complaint must be submitted within 5 calendar days of the employee's belief he/she has been aggrieved.
5. The panel will reach a decision on the complaint and said decision of the panel will be final and binding upon the parties.

6. The authority of the panel to adjudicate disputes based upon operation of this MOU will terminate with this MOU.

Section 4. Professional Fees

- A. The County agrees to pay 100% of a required fee, not to exceed \$500, to each County employee who is required by a state or federal agency to maintain a license or registration in order to remain eligible to perform the duties of his or her current job classification. This provision shall not apply to a driver's license. In the event the required license or registration is for more than one year, the County will pay the required fee except that the County shall not pay any amount in excess of the total of \$500 per year for each year of the license or registration.

Section 5. Uniform Allowance

- A. Certain permanent full-time and part-time employees of the County are required by departmental regulations to wear specific uniforms. The County will determine the number of uniforms, and methods and amounts of procurement. Payment for uniform allowance shall be for active duty periods only.

1. The County of Kern agrees to officially establish these uniform requirements by resolution, and further agrees to reimburse employees for actual costs of replacement of uniforms, or portions thereof, whenever a change in uniform requirements is approved by the Board of Supervisors and makes it necessary for employees to purchase new uniforms or portions thereof.

- B. The following classifications shall receive an annual uniform allowance of \$350:

Security Aides	Weights and Measures series
Facility Attendant series	Sheriff's Aide series
Animal Control Officer	

- C. Cooks in the Probation Department shall be supplied "cook's whites" by the respective department.

- D. The following classifications shall receive an annual uniform allowance of \$250:

Automotive Service Worker 1, 2	Engineering Aide series*
Supervising Road Main. War. 1, 2	Engineering Technician series*
Road Maintenance Worker 1, 2, 3	Engineer series*
Traffic Signal Technician	Construction Project Inspector*
Sr. Traffic Signal Tech.	Disposal Site Gate Attendants
Maintenance Painter*	Waste Management Aide
Road Auto Srvc. Wrkr.*	Waste Management Technician
	Waste Management Specialist

- Only those positions required to wear an orange shirt.

- D. The following classifications shall be provided, through a uniform supply company, five (5) shirts per week and three (3) pants per week or coveralls as provided:

- E. Sewage Treatment Plant Operators shall receive uniforms (shirts/pants) through a uniform supply company selected by the County.

Aircraft Mechanic	Heavy Equipment Service Workers
Automotive Mechanic Series	Heavy Equipment Helpers
Mower Repair Mechanic Series	Building Services Workers (shirts only)
Heavy Equipment Mechanics Series	Fire Department Warehouse Workers

- F. Sewage Treatment Plant Operators shall receive uniforms (shirts/pants) through a uniform supply company selected by the County.

- G. The uniform allowance will be payable one-half at the completion of the 12th pay period and one-half at the completion of the 25th pay period of each year. Uniform allowance is paid retroactively not prospectively and will be prorated for any period of time in the preceding 13 biweekly payroll periods during which an employee is not employed, or is on leave of absence without pay, or is on any disability leave for 30 or more consecutive calendar days.
- H. The County shall provide patches and chevrons for uniforms.

Section 6. Rest Periods

- A. The County agrees that the department head may authorize employees rest periods each day not to exceed fifteen (15) minutes during each four-hour period.

Section 7. Travel Expense

- A. Any employee required to travel on business for the County, and who utilizes his/her privately owned vehicle shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled in the course of County business. Per diem expenses for food and lodging are set forth in the County Administrative Procedures Manual. The County shall review the mileage and per diem expenses at least annually for rate adjustment.

Section 8. Moving Allowance

- A. Any employee transferred by the appointing authority from one geographical location to another, which entails a household move of over twenty (20) miles, shall be paid a moving allowance as follows:

21 - 50 miles	‘	\$150
51 - 100 miles	‘	\$225
101 or more	‘	\$275

Section 9. Tool Allowance

- A. Employees required to provide their own hand tools, will have said tools insured by the County.
 1. This insurance shall apply for only those tools required by the department. A list of said tools will be kept on file by the department.
 2. The insurance will provide coverage, after \$100 deductible paid for by the employee, for theft (evidence that a theft occurred is required) or fire damage. Such insurance coverage is limited to fire or theft on County premises.
- B. The County will replace tools that are broken on the job through normal use in accordance with the County claims review process as provided in Section 109 of the Kern County Administrative Procedures Manual.
- C. Employees certified by their department head as persons required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of \$350 per year (except as provided in D below); payable one-half at the completion of the 12th pay period, and one-half at the completion of the 25th pay period each fiscal year.
- D. Members of the following employee classifications, certified by their department head as persons required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of \$225 per year, payable one-half at the completion of the 12th pay period, and one-half at the completion of the 25th pay period each fiscal year.

List: Mechanics Helper Classifications
- E. Tool allowance is payable retrospectively in the same manner as Uniform Allowance (Article VI, Section 5). Therefore, newly qualified/eligible employees will be provided an allowance proportionate to the period of time between the first payroll period of the calendar year and the end of the thirteenth payroll period, or the fourteenth through the twenty-sixth periods that they have been qualified/eligible.

Section 10. KERN\$FLEX I

- A. The employees covered by this MOU continue to be eligible to participate in the Cafeteria Plan known as KERN\$FLEX I was developed and maintained to meet the appropriate requirements of sections 105, 106, and 129 of the Internal Revenue Code of 1986, as amended. KERN\$FLEX I includes flexible spending accounts for dependent care expenses, un-reimbursed medical expenses, a premium reduction component for employee contribution to County health insurance programs, and other specified insurance programs.
- B. The administration of KERN\$FLEX I will be regulated by the Plan Document as adopted, and periodically amended, by the Kern County Board of Supervisors and by the applicable state and federal laws.
- C. The parties have discussed the issue of employer cash contributions to cafeteria plans and agree that a cash contribution will not be a component of KERN\$FLEX I.

Section 11. Continuing Education Requirements

The County may provide expense reimbursement of up to \$500 per covered employee per calendar year for attendance at off-site mandatory continuing education training required to maintain a state license and/or for the purchase of approved educational materials including, but not limited to, books, audio/video tapes and software programs. Said off-site training and purchased educational materials must have the prior approval of the employee's department head

ARTICLE VII - RECOVERY OF OVERPAYMENTS OR CORRECTION OF UNDERPAYMENT
OF WAGES OR EMPLOYEE BENEFITS

- A. If, as a result of an administrative error, any employee of the County receives payment of monies or receives benefits in excess of that legally due, the employee will reimburse the County by one or more of the following methods:
 - 1. Repayment in cash, net of taxes, in full or by a fixed installment plan agreed to by the employee and the Auditor-Controller-County Clerk;
 - 2. Repayment in full, deducted from the next payroll warrant issued to the employee;
 - 3. Repayment by the reduction of accumulated vacation hours and/or compensatory time off hours by the number of hours calculated to produce a dollar amount, net of taxes, to repay the County;
 - 4. Repayment by fixed installment deductions from sequential payroll warrants, with the number and amount of installments to be determined by the Auditor-Controller-County Clerk, with due consideration of the amount of the overpayment and the amount of disposable earnings available to the employee; or
 - 5. Any combination of the above, as mutually agreeable to the employee and the Auditor-Controller-County Clerk.
- B. If, as a result of an administrative error, any employee of the County receives payment of monies or benefits less than that legally due, the County will reimburse the employee by one or more of the following methods:
 - 1. An employee who is underpaid on a payroll warrant will receive a corrected payment in the next available payroll cycle; or
 - 2. In the event an employee is underpaid a substantial portion of monies or benefits legally due, on a payroll warrant, the Auditor-Controller-County Clerk may issue a salary advance.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

OBJECTIVES:

To informally settle disagreements at the employee-supervisor level.

To provide an orderly procedure to handle the grievance through each level of supervision.

To correct, if possible, the cause of the grievance to prevent future complaints.

To promote harmonious relations among employees, their supervisors, and departmental administrators.

To assure fair and equitable treatment of all employees.

To resolve grievances at the departmental level before appeal to higher levels.

DEFINITIONS: The following terms, as used in the Article, shall have the following meaning:

Grievance: A complaint by an employee, alleging a violation of this MOU, rules and regulations (except Civil Service Commission rules) or policies governing personnel practices and working conditions. A grievance may also be filed when the employee believes an injustice has been done because of an unfair application or deviation from a departmental policy.

Day: Calendar day, exclusive of Saturday, Sunday, and County holidays.

Employee: Any employee in the classified service of the County, regardless of status.

Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.

Superior: The person to whom an immediate supervisor reports.

Representative: A person who appears on behalf of the employee.

Department Head/Appointing Authority: The officer or employee having charge of the administration of a department of the County.

EXCLUSIONS

1. Work assignments, unless the complaint arises out of an allegation that the employee was required to work out-of-classification in violation of County Ordinance Code and did not receive out-of-classification pay, or unless there is evidence the assignment of work is a form of disciplinary action.
2. Classification and salary matters relative to classifications.
3. Appeals involving demotions, dismissals, salary increment denials, suspensions, promotions, separations, and examination procedures. (These matters are within the Civil Service Commission's authority.)
4. County policy and ordinance questions, including subjects involving newly established or amendments to existing Board of Supervisors' resolutions, ordinances, or minute orders, unless the allegation is that they are not uniformly administered.
5. Work performance evaluations.
6. Impasses in meeting and conferring upon terms of a proposed MOU.
7. Grievances filed after twenty (20) days from date of occurrence, or after twenty (20) days from the date the employee had knowledge of an occurrence (but in no case later than one (1) year from date of occurrence).

TIME LIMITS

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the County to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

THE PARTIES' RIGHTS AND RESTRICTIONS

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
2. The grievance procedure shall not limit the right of any employee to present a grievance individually.
3. An employee may have a representative present at all steps of the grievance procedure.
4. Reasonable time in processing a grievance will be allowed during regular working hours with advanced supervisor approval. Supervisory approval will not be unreasonably withheld.
5. Only a person selected by the employee from within a recognized employee organization and made known to management prior to a scheduled grievance meeting shall have the right to represent or advocate as an employee's representative.
6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
7. Grievances of an identical nature concerning the same subject matter may be consolidated.

INFORMAL GRIEVANCE DISPOSITION

1. Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence (but no later than one (1) year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision, provided prior notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

Grievance forms are available in the department for this purpose.

FORMAL GRIEVANCE PROCEDURE

- Step 1. The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal meeting if no decision is rendered. The formal grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

The supervisor shall hold a formal meeting with the employee within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The supervisor will issue a written decision on the original grievance form within five (5) days of the close of the formal meeting.

- Step 2. If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the next higher level of supervision and department head jointly. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The person occupying the next higher level of supervision (identified by the department), together with the department head, shall hold a formal meeting with the employee and his/her representative, if requested, within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance.

A decision shall be made, in writing, on the original grievance form to the employee by the department head within ten (10) days from the close of the formal meeting.

Step 3. If the employee is not satisfied with the decision of the department head, he may appeal the decision to the County Administrative Officer (CAO) within five (5) days from receipt of the department head's decision. In his/her appeal to the CAO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested.

The CAO or his/her designee will review the original grievance, all supporting documents, the department head's response, and the remedy requested, and issue a written decision within ten (10) days of receipt of the grievance.

If the employee is not satisfied with the decision of the CAO or his/her designee, the employee may, within thirty (30) days of receipt of the decision, submit the grievance to advisory arbitration by written request to the CAO.

If the grievance is submitted to advisory arbitration, the grievant, his/her representative, if any, and the CAO, or his/her designee, shall, within five (5) days of receipt of the grievant's request, set a date for a meeting to:

- 1) Attempt to settle the grievance.
- 2) Agree to any stipulations.
- 3) Agree upon the issue statement. (Issue statement will reflect issue as presented in original grievance as written on grievance form).
- 4) Select an impartial arbitrator.

SELECTION OF THE ADVISORY ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from either the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select a neutral by alternately striking a name from the list, with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.

The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in state courts.

The arbitrator will not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, or Ordinances of the County of Kern.

The arbitrator will confine himself/herself to the issue submitted.

The arbitrator's decision is binding upon approval by the Board of Supervisors.

The cost of the arbitrator shall be borne equally between the County and the grievant. Each party shall bear its own costs relating to arbitration including, but not limited to, witness fees, transcriptions and attorney fees.

The arbitrator shall be requested to submit his/her decision within thirty (30) days from the close of the hearing.

ARTICLE IX - SEVERABILITY

If any provisions of this MOU, or the application of such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions shall remain in full force and effect.

ARTICLE X - DURATION OF THE MOU

- A. Upon ratification by the CCAPE membership and approval by the Board of Supervisors, this MOU shall become effective and binding upon the parties in accordance with Section II, Article 14, of the Employer-Employee Relations Resolution.
- B. The term of this MOU shall be from July 1, 2004 to June 30, 2007. Notwithstanding the foregoing, except as expressly stated herein, any revisions to the MOU, which expired on June 30, 2003, shall be effective on the date that the Board of Supervisors approves this MOU.

This Memorandum of Understanding entered into and signed this _____ day of _____, 2004.

CCAPE, SEIU #700 AFL/CIO:

COUNTY OF KERN:

 Ward A. Wollesen, Executive Director
 Central California Association of
 Public Employees

 Jon McQuiston Chairman
 Kern County Board of Supervisors

 Jeff Morris President
 Central California Association of
 Public Employees

 William C. Douglas, Employee Relations Officer
 County Administrative Office

 Paul Leonard

 Susan Wells Deputy, CAO
 County Administrative Office

 John Redfeairn

 Steven L. Sanders, Deputy County Counsel
 County Counsel

 Shannon Castro

 Mark Bellino

 Kathy Lizalde

 Karl Graab

 Ron Stout

 Chris Clardy

Before The Board of Supervisors

County of Kern, State of California

IN THE MATTER OF:

RESOLUTION NO. _____

REFERENCE NO. _____

ADOPTING GOVERNMENT CODE SECTION 31676.17
TO ENHANCE RETIREMENT BENEFITS EFFECTIVE
JANUARY 1, 2005 FOR ALL GENERAL MEMBERS OF KCERA

I, DENISE PENNELL, Clerk of the Board of Supervisors of the County of Kern, State of California, hereby certify that the following resolution, on motion of Supervisor _____, seconded by Supervisor _____, was duly and regularly adopted by the Board of Supervisors of the County of Kern at an official meeting thereof on the _____ day of _____, 2004, by the following vote and that a copy of the resolution has been delivered to the Chairman of the Board of Supervisors.

AYES:

NOES:

ABSENT:

DENISE PENNELL
Clerk of the Board of Supervisors
County of Kern, State of California

Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) After meeting and conferring with the Central California Association of Public Employees ("CCAPE"), the County has agreed to provide the enhanced retirement benefits provided in Government Code section 31676.17, effective January 1, 2005; and

(b) In accordance with Government Code section 31485.9, the County intends to provide such enhanced retirement benefits for all general members of KCERA; and

(c) In accordance with Government Code section 7507, at least two weeks prior to the adoption of this Resolution, the County made public, at a public meeting, the future annual costs, as determined by an enrolled actuary, should the increases in retirement plan benefits provided for herein be approved; and

(d) Notice of the proposed increase in retirement benefits has been made public in accordance with Government Code sections 23026 and 31515.5; and

(e) As permitted pursuant to Government Code section 31678.2, the formula provided herein for calculating the retirement benefits of County employees who are general members of KCERA, who retire on or after January 1, 2005, shall be applicable to all general service credit earned by such members prior to the effective date of this Resolution;

Section 2. NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. The Board hereby adopts the retirement formula contained in Government Code section 31676.17 for all general members of KCERA who retire on or after January 1, 2005.

2. The enhanced retirement benefits provided in Government Code section 31676.17 shall be effective January 1, 2005 and shall apply to all general service credit earned by County employees in the manner described in Section 1 (e) of this Resolution.

3. Employee contributions for the enhanced retirement benefit shall be paid in accordance with the memorandum of understanding approved on August 3, 2004. All of the employee contributions paid by the County shall remain its contributions, and no right therein shall accrue to any employee prior to employee's election to take a regular, deferred, or disability retirement.

The Clerk of the Board shall forward copies of this Resolution to the following County officers and named entities:

- (a) County Administrative Officer
- (b) Auditor-Controller
- (c) Kern County Employees' Retirement Association
- (d) CCAPE
- (e) County Counsel